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## 5 Attorney for Plaintiffs

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA  
PHOENIX DIVISION

8 Todd Heichel, Rudy Castro, Justin  
9 Garmendia, Joshua Holgate and Randi  
10 Pitts, Each Individually and on Behalf of  
All Others Similarly Situated,

11 Plaintiffs,

12 v.

13 Tri City Transport, LLC, SWWOOP, LLC, and Michael Butler,

## Defendants.

NO. 2:22-cv-1513-PHX-SMM

**DECLARATION OF  
JUSTIN GARMENDIA**

16 I, Justin Garmendia, do hereby swear, affirm, and attest as follows, based upon  
17 my personal knowledge of the matters contained herein:

18 1. My name is Justin Garmendia, and I am over the age of 18 and duly  
19 qualified to execute this declaration.

20 2. I am a resident and domiciliary of the State of Arizona.

1       3.     I was employed by Tri City Transport, LLC, SWWOOP, LLC, and  
2 Michael Butler (“Defendants”), from April to June of 2022. Defendants operated a non-  
3 emergency medical transport and medical supply delivery business.

4       4.     I worked for Defendants as a delivery driver. My employment caused me  
5 to drive to various places in Arizona to perform deliveries.

6       5.     Defendants provided me with a car for purposes of performing my work  
7 duties. However, I had to pay for my own gas.

8       6.     Michael Butler informed me that I would be paid \$1.00 per mile driven.

9       7.     Instead, Defendants paid me approximately \$600.00 as gas reimbursement  
10 and nothing for wages.

11       8.     As a delivery driver, my primary duties were delivering medicine and  
12 transporting people to appointments.

13       9.     I was required to maintain and pay for an operable, safe, and legally  
14 compliant automobile, while paying for related costs, gasoline, insurance, cell phone  
15 costs, and other necessary delivery equipment.

16       10.    I drove approximately 1200 miles per week and worked 80 hours per week  
17 while working for Defendants.

18       11.    I was not reimbursed for any actual expenses and was not reimbursed at  
19 the IRS standard business mileage rate for the miles I drove. I completed approximately  
20 2 deliveries per hour while working with deliveries anywhere from 16 to 120 miles  
21 away.

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1 12. I frequently worked hours over 40 in a week.

2 13. As a result of the unpaid overtime premium as well as unreimbursed  
3 mileage, automobile, and other job-related expenses incurred, I was deprived of  
4 minimum and overtime wages guaranteed to me by the FLSA.

5 14. Defendants owe me a total of \$30,720.00 which is shown by a calculation  
6 of damages that is submitted as Exhibit 1. I am owed \$10,240.00 in back wages for  
7 unpaid overtime premiums and minimum wages, and under the liquidated damages  
8 provisions of the Fair Labor Standards Act, I am owed an equal amount in liquidated  
9 damages. In addition, under Arizona Revised Statute § 23-355, I am entitled a further  
10 equal amount as treble damages.

11 **PURSUANT TO 28 U.S.C. § 1746, I VERIFY UNDER PENALTY OF**  
12 **PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA**  
13 **THAT THE FOREGOING IS TRUE AND CORRECT.**

14 Executed this 19 day of August, 2024.

15   
16 **JUSTIN GARMENDIA**

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Date	Total Estimated Miles	Total Hours	Total Pay	Minimum Wage	IRS Reimbursement Rate	Kickback	Minimum Wage Damages	OT Damages	Total Damages	Treble Damages	
4/23/22	1200	80	\$0.00	\$12.80		0	\$0.00	\$1,024.00	\$256.00	\$1,280.00	\$3,840.00
4/30/22	1200	80	\$0.00	\$12.80		0	\$0.00	\$1,024.00	\$256.00	\$1,280.00	\$3,840.00
5/7/22	1200	80	\$0.00	\$12.80		0	\$0.00	\$1,024.00	\$256.00	\$1,280.00	\$3,840.00
5/14/22	1200	80	\$0.00	\$12.80		0	\$0.00	\$1,024.00	\$256.00	\$1,280.00	\$3,840.00
5/21/22	1200	80	\$0.00	\$12.80		0	\$0.00	\$1,024.00	\$256.00	\$1,280.00	\$3,840.00
5/28/22	1200	80	\$0.00	\$12.80		0	\$0.00	\$1,024.00	\$256.00	\$1,280.00	\$3,840.00
6/4/22	1200	80	\$0.00	\$12.80		0	\$0.00	\$1,024.00	\$256.00	\$1,280.00	\$3,840.00
6/11/22	1200	80	\$0.00	\$12.80		0	\$0.00	\$1,024.00	\$256.00	\$1,280.00	\$3,840.00
								\$8,192.00	\$2,048.00	\$10,240.00	\$30,720.00